

SCHEDULE "B"

QUINN FARM SUBDIVISION

RESTRICTIVE COVENANTS AND CONDITIONS

The following are the restrictions to which the purchaser is bound and it is agreed that such restrictions shall be registered on title and/or contained in the Transfer to the Purchaser:

To the intent that the burden of the covenants hereinafter set out may run with and be binding upon the Real Property, the Transferor and the Transferee do hereby respectively covenant and agree with each other and, as to the Transferee with the owner or owners of all other lots on the subdivision, and with their respective heirs, executors, administrators, successors and assigns that the Transferee and the Transferee's successors in title from time to time of the Real Property will henceforth observe and comply with the stipulations, restrictions and provisions hereinafter set forth, and the Transferee will exact covenants, the same as those contained herein, from the transferee in any conveyance of which the present Transferee may make of the Real Property or any part thereof, so that all persons hereinafter holding or claiming under the parties hereto or any of them shall be bound to observe the said stipulations, restrictions and provisions; and it is hereby declared and agreed that any person so holding or claiming shall have the right to enforce observance of the said stipulations, restrictions and provisions by any other person so holding or claiming, so that the said stipulations, restrictions and provisions shall inure to and be for the mutual benefit of all persons so holding or claiming. This covenant is not to be held binding upon the Transferee or any other person except in respect of breaches committed or continued during their, his or her joint or sole ownership of the Real Property upon or in respect of which such breaches have been committed. The Transferee acknowledges that the Transferor has no obligation to enforce any of the provisions herein. The foregoing shall apply notwithstanding that a covenant is expressed as a negative or a positive obligation since the total intent is to restrict or prevent an owner from permitting a state of non-compliance with the stated covenants and restrictions.

Any reference to "Transferee", "Owner", or "homeowner" shall be deemed to include the Purchaser and all transferees set out in the conveyance registered on closing. "Transferor" shall mean the Vendor.

1. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will not alter the slope of the lands described herein nor interfere with any drains established on the said lands, except in accordance with the established grade control plan, without the written consent of the City Engineer of the City of Ottawa.
2. The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that he will not fill in any ditches or swales on the lands described herein or in any road ditch adjacent to the said lands nor install any storm sewer in any such ditches or swales including road ditches adjacent to the said lands without the prior written consent of the City Engineer of the City of Ottawa.
3. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will maintain the land from the edge of the gravel shoulder to his lot line in a neat and orderly fashion, including cutting the grass regularly and replacing any that dies, maintaining the stone infiltration strip where provided, removing any debris, leaves, grass, and sediment, all to the satisfaction of the City of Ottawa.
4. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that any well drilled and any sanitary system installed on the lands herein described shall be drilled and constructed in

accordance with the requirements of the City of Ottawa and the Ministry of the Environment and in particular with any requirements in any Subdivision Agreement affecting these lands.

5. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he shall not cause or permit the discharge of water from a sump pump on his lands directly into any ditch or drain located on any public highway adjacent to his lands. However, sump pump outlets may discharge into entrance pipes provided the sump pump pipe is inserted into the pipe a minimum length of one metre and the Transferee provides a check valve on the sump pumps.
6. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he shall pay to the City the subdivision development charges for that lot. The Transferee, his heirs, executors, administrators, successors and assigns shall not apply for, nor shall the City be under any obligation to issue, any building permit for any dwelling unit, on his lot until he has paid the subdivision development charges with respect to that lot.
7. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he, or the person obtaining the building permit for the residential unit, shall supply and install an automatic photo-cell operated lawn lamp to be located at the edge of laneway within 1.5 metres of the street allowance limit the power supply to be provided from the dwelling unit, all as more particularly described in Schedule "N" of the Subdivision Agreement.
8. The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees to protect and repair any damage caused to subdrain pipes which are located under roadside ditches.
9. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that the construction of wells shall be supervised by a qualified engineer, as approved by the City of Ottawa, who shall certify by signing the "Well Compliance" form set out in any registered subdivision / development agreement, that wells are constructed in accordance with the specifications in the Hydrogeological Report including all addendums. All water wells shall be drilled in accordance with the recommendation contained in the report, and the Ministry of the Environment and Energy Guidelines entitled "water Wells and Groundwater supplies in Ontario", in order to avoid any water shortages and groundwater quality deterioration.
10. The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that the drainage system on his or her lot is part of the storm water management system and in order to function properly the Transferee shall maintain grass within the swales keeping it cut to an optimum height of 10 centimetres and shall ensure the swales are not obstructed by physical structures, disposition of materials or alterations to the grade. Failure to comply will result in the City taking corrective action and charging costs back to the property owner.
11. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that the City of Ottawa does not guarantee nor warrant the quality or the quantity of groundwater. If, at some future date, the quality or the quantity of the groundwater becomes deficient, the City of Ottawa bear no responsibility financially or otherwise, to provide solutions to the deficiency, such solutions being the sole responsibility of the Transferee. The Transferee is advised to test his/her well on a regular basis for bacteriological and select chemical parameters (eg. Nitrate and chloride). Advice on well maintenance can be found in the How Well is Your Well guide and Water Wells Best Management Practices Guide, both of which can be obtained from the City of Ottawa or the Rideau Valley Conservation Landowner Resource Office.

12. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that school accommodation problems exist in the Ottawa-Carleton District School Board elementary school designated to serve this development, that at the present time this problem is being addressed by the utilization of portable classrooms at local schools and/or by directing students to schools outside the community.
13. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees that the approval of the subdivision is based on the approved number of lots and that the splitting of these lots, if permitted by the zoning by-law will, among other considerations, depend on the hydrogeology and terrain analysis study and any addendum and revisions thereto prepared for this Subdivision, being reviewed by a qualified hydrogeologist to advise whether such splitting should be permitted and under what conditions. Prior to any further division of lots or blocks the City of Ottawa may require an additional agreement to address any new or amended conditions.
14. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees that:
 - a) lots shall be made suitable for installation of sewage systems prior to, or at the building permit stage to the satisfaction of the City of Ottawa in accordance with regulations under the Building Code. The Transferee shall regularly inspect their sewage systems and follow a sewage system manage program to minimize the impact to the groundwater and the risk of system failure. Septic Systems Do's and Don'ts Guides and Septic Smart Guides can be obtained from regulatory agencies.
 - b) treatment of the water may be required to reduce iron concentrations to acceptable levels. Sodium levels in well water may exceed 20 mg/L. The City Medical Officer of Health recommends that persons with cardiac problems such as hypertension, should discuss this matter with their family physician prior to accepting an offer to purchase a lot. The Transferee acknowledges advice to perform a water quality analysis for Fluoride, bacteria, indicator parameters (Chloride, Nitrite, Nitrates, TKN, Turbidity, Ammonia, Sodium, Total Coliform, E.Coli) and other health related parameters before connecting the water supply to the house plumbing. The Transferee is advised to perform regular water quality analysis to avoid any future health issues. In case of any exceedances, the Medical Officer of Health shall be informed for further evaluation and necessary measures. Ontario Drinking Water Standards for the area prescribed that Nitrate be under 10 mg/L, Fluoride 1.5 mg/L and that there be no significant evidence of bacterial activity. Transferees are advised that some incrustation, taste and colour problems may occur and treatment systems may have to be utilized to improve water quality.
 - c) supervision of well construction by the Transferee's qualified hydrogeologist or engineer is required and certification of completion shall be provided to the City, to ensure that wells are constructed in accordance with the recommendations of hydrogeological reports. Failure to construct wells according to the hydrogeological reports will likely result in unacceptable water quality. In addition to bacteriological testing, well water shall be tested for nitrate and chloride and the results shall be submitted to the City with the well certification. This certification is required prior to final inspection by the City to permit occupancy of buildings.
 - d) the Ontario Building code requires the horizontal separation distance between the water supply wells and septic leaching beds should be a minimum 15 metres horizontal distance. In areas where the leaching beds are raised above the original ground surface elevation, the horizontal

separation distance should be increased by a factor of two times the height that the leaching bed is raised above the original ground surface.

15. In the case of any existing wells on site, including test wells that will not be utilized for potable water supply or monitoring in the future, shall be decommissioned and abandoned in accordance with well regulations under the Ontario Water Resources Act, including any subsequent amendments, any certificate of compliance shall be provided.
16. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that Canada Post will not provide door-to-door mail delivery. Mail delivery will be provided through a system of permanent communal boxes.
17. City Blocks 220, 221 and 222 shall be owned by the City in order to maintain a 30 metre buffer from the high-water mark on either side of Shield's Creek as required by the Shield's Creek Subwatershed Study.
 - a) The 30 metre buffer on the north side shall be a "No Touch/No Development" buffer zone setback to protect the main branch, except in accordance with the approved Shields Creek Enhancement Plan. All vegetation shall be left intact, unless specified in the Plan.
 - b) The first 15 metres from the high-water mark on the south side shall be a "No Touch/No Development" zone from all development to protect the main branch, except in accordance with the approved Shields Creek Enhancement Plan. All existing vegetation shall be left intact, unless specified in the Plan.
 - c) The additional 15 metre portion of the southern buffer zone shall be left undisturbed until it is developed in accordance with the Pathway Concept Plan approved by the City of Ottawa and South Nation Conservation.
18. The City of Ottawa shall maintain a 10 metre "No Touch" setback from a defined top of bank for the existing drainage ditch running along a portion of the western limit of the property. All modifications will be prohibited in this setback.
19. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that a Block identified on a Plan for Phase 2 shall be dedicated and transferred to the City of Ottawa for parkland purposes.
20. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees that no eaves trough, foundation drains and surface/stormwater drainage will be directed to the sewage disposal system, nor into the ground surface in the vicinity of the tile bed area in order to limit the impact of storm water on the operation of the leaching beds.
21. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees that the installation of any underground lawn irrigation systems within the primary leaching bed area, or in areas which detrimentally affects the operation and effectiveness of the leaching bed, will not be permitted.
22. The Transferee for himself, his heirs, executors, administrators, successors and assigns shall orient all driveway accesses for residential units onto internal roads.
23. The Transferee for himself, his heirs, executors, administrators, successors and assigns agrees that no permanent features will be permitted above and below-grade within the widened right-of-way or corner sight triangles, including commercial signage.

24. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees that the adjacent parkland designated in Phase 2 may have active lighted sports, recreation and leisure facilities installed.
25. No construction activity is to take place within 30m of Shields Creek to avoid disturbance during bird breeding season, which is generally mid May to end of June.
26. All proposed residential units shall have their underside of footing elevations set at a minimum 300 mm above the 1:100 year storm event water levels in the proposed storm water management ponds or the high ground water elevation identified in the geotechnical report, whichever is greater, or such other level as recommended by a Professional Engineer and accepted by the City, to provide an appropriate safeguard against basement flooding.
27. The Transferee for himself, his heirs, executors, administrators, successors and assigns agrees to prepare and submit a Lot Grading and Drainage Plan and indicate how it is to be implemented to the satisfaction of the City of Ottawa and South Nation Conservation.
28. The Transferee for himself, his heirs, executors, administrators, successors and assigns shall submit an as-built grading plan showing actual ground elevations to geodetic datum at front, rear and side of house, driveway at edge of pavement and at garage, all lot corners, swale inverts, terraces and top and bottom of retaining walls. The grades must be taken under the supervision of a Professional Civil Engineer or Ontario Land Surveyor.
29. The Transferee for himself, his heirs, executors, administrators, successors and assigns shall have a Professional Civil Engineer or Ontario Land Surveyor certify the elevation of the top of footings prior to completion of the foundation walls, and the Transferee shall remove said footing if found to deviate by more than 0.1 metre from the approved design grading plan. Said elevation shall be submitted by the Professional Civil Engineer or Ontario Land Surveyor to the General Manager, Planning and Growth Management for approval prior to the completion of the foundation walls.
30. The Transferee for himself, his heirs, executors, administrators, successors and assigns agrees that the upper 300 mm of any imported fill material is to be conducive to infiltration and have a minimum percolation rate of 15mm/hr.
31. Purchasers of Lots 1 to 5 and Lots 36 to 40 are advised that despite the inclusion of noise control measures within the building units, sound levels due to increasing road traffic on Old Prescott Road and/or Parkway Road may continue to be of concern, occasionally interfering with some activities of the dwelling occupants and that additional attenuation measures are not proposed. Moreover, these dwelling units have been fitted with a forced air duct heating system suitably sized and designed to permit the future installation of central air conditioning by occupant. If desired by the Transferee to install central air conditioning, the outdoor unit must be located in a noise insensitive location in conformity with the Zoning By-law. The final installation shall meet the Ministry of Environment and Energy criteria for the installation of Residential Air Conditions in Publication NPC-216.
32. The Transferee for himself, his heirs, executors, administrators, successors and assigns agrees that prior to occupancy and/or final building inspection, the Transferee's engineering consultant shall inspect the site and certify, upon request, to the City of Ottawa with a letter, that the recommended interior/exterior noise control measures comply with the measures in the approved study.
33. The Transferee for himself, his heirs, executors, administrators, successors and assigns is advised to regularly inspect the septic system and to follow a septic management program to minimize the risk of system failure and impact to

groundwater. The guides entitled "Septic System Do's and Dont's" and "Septic Smart Guide" should be consulted in this regard. These guides are available from the City of Ottawa and the Landowner Resource Centre.

34. The sodium levels in well water may exceed 20 mg/l. The Medical Officer of Health of the City of Ottawa recommends that persons with cardiac problems such as hypertension, etc. should discuss this matter with their family physician prior to acquiring the lot.
35. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that due to the size of the lot (minimum of 2000 square metres) and that the lot will be serviced with a well and private sewage disposal system, sufficient area may not be available for the installation of a swimming pool or any accessory buildings and/or structures. If it is the Transferee's intention to install a swimming pool or construct or place such buildings or structures, the area requirements must be considered during the initial development of the lot to ensure appropriate clearances from the well and the septic system.
36. The footings of all buildings shall be constructed above the normal water table to prevent moisture problems in basements and to minimize the demand on the sump pump system.
37. The Transferee for himself, his heirs, executors, administrators, successors and assigns shall own and must maintain the fences as constructed along the boundary of this property to the satisfaction of the City of Ottawa.
38. No access from private property to public park property shall be permitted, except the walkways required as per the approved landscape plan, without the prior approval of the Director, Parks and Recreation.
39. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that some of the test wells indicate aesthetic parameters of turbidity, colour, hardness, sodium and iron are present in concentrations greater than the Ontario Drinking Water Quality Objective. Some incrustation, taste, and colour issues are expected and treatment systems may be required for improving water quality as mentioned in the hydrogeological report.
40. The Transferee for himself, his heirs, executors, administrators, successors and assigns is advised that the home water treatment systems utilized for improving home water quality must be inspected regularly in accordance with the manufacturer's recommendation.
41. The Transferee for himself, his heirs, executors, administrators, successors and assigns is advised that no buildings or structures (including fencing and landscaping) is permitted within the Trans-Northern Pipeline easement.
42. The Transferee for himself, his heirs, executors, administrators, successors and assigns is advised that the transmission lines abutting this subdivision operate at 500,000, 230,000 or 115,000 volts. Section 186-Proximity of the Regulations for Construction Projects in the *Occupational Health and Safety Act*, require that no object be brought closer than 6 metres (20 feet) to an energized 500kV conductor. The distance for 230kV conductors is 4.5 metres (15 feet), and for 115kV conductors it is 3 metres (10 feet). It is the Transferee's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the *Act*. They should also be aware that the conductors can raise and lower without warning, depending on the electrical demand placed on the line.

ADDITIONAL RESTRICTIONS AND COVENANTS IMPOSED BY THE VENDOR

- (1) No structure shall be erected, altered, placed or permitted to remain on the subject lands, except one single family detached dwelling with accessory buildings requiring building permit, as approved by the Vendor.
- (2) No dwelling shall be constructed or maintained having less than 1,800 sq. ft. in the case of a single floor bungalow, and 2,000 sq. ft. in the case of two storey homes, minimum finished areas, excluding attic, basement and garage areas. Such dwelling shall have at a minimum, a two-car attached garage. No carports, detached garages or outbuildings shall be allowed with the exception of professional prefabricated garden sheds approved by the Transferor. The dwelling, inclusive of the garage, shall be a minimum of sixty-five (65) feet in width.
- (3) No commercial signs may be erected on the subject property. No commercial vehicles or whatever nature may be parked on the subject property except for temporary periods associated with work or services being performed or delivered to the property. For the purposes of this provision school buses shall be deemed to be commercial vehicles. Advertising by any visual means is forbidden, except for the sale of the property concerned. The property shall not be used for the storage of any waste material, motor vehicles not in normal use, building material, soil or other aggregate material. Recreational vehicles and/or boats may be stored only in locations on the property which are concealed from the view of the public and adjoining land owners. The property shall not be used for consistent or lengthy periods for performing service repair or other work on boats, vehicles or machinery in any manner causing visual or auditory annoyance to neighboring land owners.
- (4) No part of the land shall be used for dumping or rubbish, garbage, or trash building material, brush, discarded items and all such materials shall be removed or maintained and kept in sanitary containers at all times. Storage or stock piling of any goods or material is prohibited.
- (5) External television, radio or other antennae, nor satellite dishes exceeding 24" in diameter, shall be permitted on the subject property nor on the dwelling situated thereon.
- (6) Every effort shall be made to maintain all possible existing trees notwithstanding construction on the subject lot. Wholesale cutting or clearing shall be prohibited except where approved by the City and the Vendor.
- (7) Use of the lands for purposes of growing crops, or produce, the keeping or raising of livestock or animals of any type, or for any other use generally accepted as an agricultural use shall be strictly prohibited notwithstanding the provisions of any municipal By-Laws. Similarly the operation of Kennel or any animal husbandry facility shall be prohibited. Provided however that a garden plot of the nature of a generally accepted family or residential garden plot and the keeping of household pets shall be allowed. This restriction shall be applied and enforced with the specific intention of vendor and Purchaser that notwithstanding the rural character and size of the subdivided lots, the permitted uses shall be consistent with permitted uses in a suburban residential subdivision.
- ~~(8) All exterior wall surfaces shall be finished in brick, stucco or stone.~~
- (9) All of the restrictions and prohibitions contained herein are agreed to by the Transferee and are imposed notwithstanding the provisions of the City of Ottawa Zoning By-Law applicable to the subject lands.

- (10) The covenants, stipulations, restrictions and provisions herein contained shall be read with all changes of gender or number where required by the context and shall where applicable, include the heirs, executors, administrators, successors and assigns of the parties hereto.
- (11) The real property once purchased under these covenants, may not be re-subdivided.
- (12) The Transferee shall not apply for or receive any building permit unless it produces a signed authority from the Transferor, its successors and assigns.
- (13) The Transferee shall provide and place in a conspicuous position and in aesthetically pleasing manner on or about the post-lamp referred to in paragraph 14 hereof, a street number that is visible from the street line in front of the real property and the number selected shall be in accordance with the Plan as prepared and approved by the City of Ottawa.
- (14) The Transferee shall provide and place a culvert pipe at private laneway entrances to said lot in accordance with existing road drainage grades so as not to interfere with or obstruct the flows within the drainage system and of a size and specification as required by the City of Ottawa. At no time shall the Transferee, his agents or contractors conduct themselves in any way which would interfere with works in the subdivision performed by the Transferor or the City.
- (15) The Transferee will not plant, or permit to be planted so far as it is within his capacity to control on the lands herein or any lands adjacent thereto, including public lands or road allowances, any trees of the following kind, namely:

POPLAR, ALDER, ASPEN, WILLOW, MAPLES OF THE FAST
GROWING VARIETY and/or ELM

- (16) The Transferee will keep the lot or lots conveyed to him in a neat and tidy condition during the course of construction of any building thereon and will comply with any reasonable request made by the Transferor, its successors and assigns, in respect of the appearance of the said lot or lots during the construction as aforesaid. At no time shall the Transferee, his agents or contractors conduct themselves in any way which would interfere with works in the subdivision performed by the Transferor or the City. For, or in respect to the lot or lots conveyed to him, the Transferee will:
 - (a) At all times during any construction, keep any roadways and ditches within or outside the subdivision, and any adjacent or other lots, free and clear of any excavation materials, building materials, soil, sand, gravel, mud, construction scraps, rubbish and other debris and take all necessary precautions to ensure that such roadways and ditches and any services and installations within the subdivision will not be damaged by any construction vehicles, machinery and equipment.
 - (b) Keep any ditches and swales clear, cut and clean and whenever and wherever necessary restore ditches and surface drainage swales to the shape and grades indicated on the grading plan of the said lot or lots approved by the City Engineer, and maintain drainage at all times during construction thereafter.
- (17) The Transferee shall not deposit or permit to be deposited fill or debris anywhere within the subdivision boundaries without the written permission of the Transferor. If fill is required on the real property such fill shall be

clean fill to be approved by the Engineer of the Corporation of the City of Ottawa. The Transferee shall clean up any dirt or debris that has been placed, allowed or caused to be placed or allowed on any road or in the sewers or the general construction area when required or requested by the Corporation of the City of Ottawa and to indemnify the Transferor against any claims made against it as a result of any breach of the provision of this paragraph by the Transferee.

- (18) The Transferee shall not damage, spoil or contaminate roads, within the subdivision and shall keep the road allowance in the subdivision clear of machinery, equipment, building materials, debris and earth, so that the employees, agents and contractors of the Transferor and all other persons may proceed with the installation of the services and other work without interruption.
- (19) ~~Ground source heating and/or cooling systems and generally any system which requires bore holes to be completed in association with the installation of such system are prohibited.~~